

## HANDBOOK FOR RESIDENTS

### TWO BRATENAHL PLACE CONDOMINIUM ASSOCIATION

Thank you for joining the Bratenahl Place Community.

Two Bratenahl Place is more than a condominium – it is a lifestyle. This lifestyle is supported by services and amenities unmatched by any complex in the Cleveland area.

To help preserve this lifestyle, the Condominium Association has prepared the enclosed Handbook as a guide to living at Two Bratenahl Place, presenting the policies and procedures that help maintain our community. While all this information is pertinent to living here, three sections are especially important:

- **Please read carefully the section on emergency procedures: this information could help to save your life or your property.**
- **The “Common Elements” section will help you acclimate to your new home. Knowing and following the rules for Common Elements will make you a good neighbor and can help you avoid potentially expensive problems.**
- **If you plan any remodeling, now or in the future, please review the “Construction” section before taking any steps. You will save time, money and frustration if you understand the regulations before you proceed.**

You’ll also find other regulations and general information in this handbook. Many of our rules and procedures exist for legal reasons; others reflect the fact that high-rise living calls for particular sensitivity to our neighbors. You are responsible for abiding by these regulations, so please take a few minutes to read and understand them. If you have any questions, please ask the Management Office, who will forward your query to the current Two Bratenahl Place Board President, if necessary.

The policies presented in this handbook are intended to supplement, not replace, the Declarations and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded legal documents, the Declarations and/or Bylaws shall govern.

Enjoy Two Bratenahl Place!

Two Bratenahl Place Welcome Committee Members:

Pamela Barron, Suite 2D	216-451-9550	<a href="mailto:pgbddm@aol.com">pgbddm@aol.com</a>
Laura Goyanes, Suite 11A	216-541-2261	<a href="mailto:lgoyanes@yahoo.com">lgoyanes@yahoo.com</a>
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**Section I**

**BUILDING PHONE NUMBERS**

Security - Gatehouse Seven days a week 24/7	216-541-6081
Management Office Monday – Friday 9:00am to 5:00pm	216-451-4424
Maintenance Office Monday – Friday 7:30am to 3:30pm	216-451-1002
Doorman - Front Door Daily 9:00am to 5:00pm	216-451-0033
Garage Wash Bay Wednesday – Sunday 9:00am to 5:00pm	216-451-0033
Pool (Lifeguard) Daily 10:00am to 9:00pm During pool season (Memorial Day – Labor Day)	216-451-0033
One Bratenahl Place - Receptionist Monday – Friday 8:00am to 10:00pm Saturday 10:00am to 10:00pm Sunday 10:00am to 5:00pm	216-541-4040
One Bratenahl Place – Restaurant Bar/ Lounge open Monday – Saturday 4:00pm to 12:00am Dining Room open Tuesday – Saturday 5:00pm to 10:00pm The restaurant is available to cater private parties. Call them directly.	216-541-3900
One Bratenahl Place - Beauty Salon/Spa Tuesday – Saturday by appointment	216-451-1444
One Bratenahl Place – Guest Suites To reach guests staying in the following suites:	
Suite 111A	216-681-7361
Suite 111B	216-541-8344
Suite 101	216-249-7148
To make a reservation contact the One Bratenahl Place Receptionist	216-541-4040

## Instructions for using the Enterphone Axess System

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To call a resident, locate the resident's name and associated two digit code directory number on the Entrance Panel.

Enter the directory number by pressing keys on the keypad. You will hear a brief dial tone followed by the phone connection. If you hear a busy signal, press the # key and try again.

The call rings the resident's phone in the normal manner. When the resident answers the phone, he or she hears a gentle background beep signifying that a visitor is calling from the Entrance Panel.

After the resident has answered the phone, conversation can last for a minute, after which time the call is terminated by the Enterphone Axess System. The resident hears a series of rapid beeps when talk time is expiring. To admit the visitor to the building, the resident dials "6" on their phone. This action unlocks the door at the front lobby entrance. Residents may view and verify who the caller is by turning to channel 1 and 95 on their television sets. All residents who have converter boxes with their televisions will use channel 1. Residents that do not have converter boxes will use channel 95.

To deny a caller entry to the building, the resident dials "4" on the phone. This action automatically terminates the call without unlocking the door.

The visitor can open the door when a door open tone is heard from the Entrance Panel.

All residents should continue to notify the gate house when they are expecting guests. If you have any questions concerning the system or its use, please call the Management Office.

## **STAFF PROFILE**

### **Management Staff**

The Building Manager directs the daily activities of Two Bratenahl Place. The Building Manager implements Board policy, meets the requirements of the Declaration and Bylaws, directs building staff, monitors and review financial statements, and acts as general manager for the facility.

The Office Manager serves in a support role for all management functions. In addition, the Office Manager handles the monthly invoicing as well as questions and concerns of residents regarding building regulation and amenities.

The Management Office is open Monday through Friday from 9:00am to 5:00pm.

### **Maintenance Staff**

The maintenance of Two Bratenahl Place is directed and carried out by building staff members. This staff consists of Maintenance Technicians, Porters/Housekeepers, and Garage Attendant. The Maintenance Staff also works closely with contractors and service providers retained by the Association to perform specialized tasks. The Maintenance Staff's schedule is staggered, typically with coverage in place Monday through Friday from 7:30am to 3:30pm. Service for emergencies is also maintained by contacting gatehouse security @ 216-541-6081.

### **Lobby Attendant**

The Lobby Attendant interacts frequently with residents and is the first point of contact to those who visit the building. The Lobby Attendant assists residents with the loading or unloading of luggage and/or packages at the curb and in bringing the items into the lobby, but not up to the resident's suite.

The Lobby Attendant will also greet and direct guests and service people to the resident's suite and the appropriate elevator bank.

In addition, the Lobby Attendant accepts packages and deliveries and ensures they are processed in accordance with established procedures.

There is a Lobby Attendant on duty seven days a week from 9:00am to 5:00pm. Special schedules for holidays will be posted in the elevators. Contact the Management Office to arrange for a Lobby Attendant beyond normal operating hours.

## Section II

### GENERAL INFORMATION

**Noise** in the hallways, slammed doors, or loud television, stereo or radio can disturb your neighbors. Please be thoughtful of other residents. Residents choosing to engage in home improvement projects, or hobbies that include the use of power tools or other tools which generate noise, are reminded that use of such equipment, or any tool or device that creates noise, is limited to the same hours as contractors and must adhere to the building noise policy.

**Cable television.** Each suite is connected to basic cable service included in your monthly maintenance fee. Time Warner Cable currently serves Bratenahl Village. If you wish to have advanced cable service, please call Time Warner Customer Care at 877-772-2253. If you experience reception problems you cannot attribute to your own set, call the repair service at Time Warner; please also notify the Two Bratenahl Place Management Office in case the problem is affecting others as well.

**Wi-Fi** is currently available in the lobby, penthouse, library, and tent room. This is not a password protected network.

**Website.** Visit [bratenahlplace.com](http://bratenahlplace.com) for information about Bratenahl Place and surrounding areas. The residents' page can be accessed by going to Two Bratenahl Place under the Community tab; then to Residents' Documents. The Username is 2bratenahl and the password is bpca2010. There you will find recent newsletters, minutes from Board meetings and a copy of the Declarations and Bylaws as well as other pertinent documents and information.

#### **Pets.**

Dogs or cats as household pets are permitted to live in units under the following conditions:

1. All pet owners or keepers shall be subject to the provisions of Chapter 505 of the codified Ordinances of Bratenahl Village regarding animals in the village.
2. All pet owners must register their pets with the Management Office.
3. All pets must be kept on a leash or carried while on grounds or in common areas of the building.
4. Dogs weighing twenty-five (25) pounds or more, or who will grow to twenty-five (25) pounds or more require the prior, written consent of the Board.
5. When possible, please try to avoid using the west/rear lobby door of One Bratenahl Place.

6. Dogs are not permitted to do their business in areas adjacent to the Restaurant or near any building doors.
7. Owners are to promptly pick up and remove any "waste" deposited on the grounds or any common areas.
8. The cost of cleaning up pet debris or repairing damage created by a pet will be charged to the individual unit owner.
9. Pets are not allowed on common area furniture.
10. All pets must be trained and kept quiet so as not to harm or disturb other residents.
11. Special areas throughout the grounds have been designated as areas in which pets are not permitted: Inside the tennis courts, fitness center, laundry room, Penthouse or pool area, or on the picnic grounds. You may walk your dog along the path adjacent to the picnic area.
12. The number of cats allowed per unit is limited to three (3), and the number of dogs is limited to two.
13. Cat litter must be bagged and properly disposed of in the trash.
14. Any pet that is determined to be in violation of these rules, or in any way becomes a nuisance to others, may by action of the Board of Directors, be removed from the building.

**Broilers, grills, hibachis.** Due to fire codes, under no circumstances may anyone use this type of cooking equipment on balconies or on the grounds immediately next to the building or on covered sidewalks on all sides of the building. Experience has shown that cooking odors, risk of fire, and smoke damage preclude such use.

Again, because of fire risk, no gas grills are permitted on the picnic grounds.

**Window cleaning** may be arranged, at your expense, through the Management Office or you may use a window cleaning service of your choosing.

**Deliveries of large items.** To ensure an elevator will be available, you must inform the Management Office in advance of deliveries of furniture or other large items. Delivery hours are 9:00 to 4:30 on weekdays only. No deliveries are possible on weekends or holidays.

**Moving in or out.** You must notify the Management Office at least one week in advance of moving into or out of Two Bratenahl Place. Elevators must be protected with wall and floor coverings, and the mover must take every possible precaution to avoid damage to Association property. The floor between the elevator and your suite also must be covered to protect the carpet.

The resident who hired the mover will be responsible for any damages to Common Elements during the course of the move.

Moving hours are 9:00 to 4:30 Monday through Friday, so that other residents are inconvenienced as little as possible. Movers must be finished and out of the building by 4:30.

**Parking cars.** Residents and their guests may park short-term in the circle in front of the building. The area of the circle with yellow curbing is for passenger drop-off and pick-up or for unloading packages from residents' cars, and may not be used for parking or unloading commercial vehicles.

Trucks may not park in the circle, except immediate delivery and departure trucks such as UPS or mail trucks. Moving vans may park in the circle ONLY with prior approval from the Management Office.

Vehicles may not park in the circle overnight so it is kept clear in case of emergency.

Guests may park overnight in the parking lot, or in an unassigned garage space (if one is available). Available spaces are marked with a sign that reads "Unassigned". If your guest is parking in the garage, notify Security so that your guest's car will be cleared through the gatehouse.

**Paying accounts.** Checks to pay your monthly statement should be made payable to the Bratenahl Place Condominium Association and promptly delivered either to the Management Office (use mail slot in the door after hours), deposited in Management Office mailbox (located in the south bank of mailboxes in the basement), or mailed to the Management Office by the tenth of the month. You may also arrange to pay your account by direct debit through the Management Office. A fee will be charged for late payments. A lien or other remedies described in the Declaration and Bylaws may be imposed in the event of default.

**Business activities in units.** In accordance with the Declaration, a Unit Owner may use a portion of his/her unit in conjunction with his/her business or occupation ("business use") provided that such business use strictly complies with all of the following conditions and restrictions:

- a. The business cannot interfere with the quiet enjoyment or comfort of any other owner.
- b. The business may not employ personnel in the unit other than the owner or occupant of the unit if such activity violates Rule (a).
- c. The business may not involve pedestrian or other traffic to or from the unit whether it be the general public, clients, or other business invitees if such activity violates Rule (a).
- d. The primary use of the unit must remain as a residence of the owner or occupant. This precludes using the unit's address as the published contact,



mailing or delivery address for the business. This includes advertising brochures, yellow pages, etc.

**Smoking.** Pursuant to the State of Ohio Revised Code “Smoking is strictly prohibited within the parking garage, hallways, stairwells, lobby, tent room, penthouse, pool house, library or any common enclosed areas of the building”. Should you choose to smoke within your private suite or your outdoor patio it is incumbent on you to make sure that the smoke and/or odors stay within your suite and will not cause other owners’ any distress or annoyance.

Smoking is also prohibited outside of the entrance ways to the building, where this activity will allow smoke to enter the building. This rule applies to all owners, guests, employees, domestic help, contractors and subcontractors.

Anyone may report a violation of this rule in writing to the building management or directly to the Ohio Department of Health at 1-866-559-6446.

**Guest Suites.** Three guest suites located in One Bratenahl Place are available to the Owners of One Bratenahl Place and Two Bratenahl Place for their guests. Reservations are on a first come first served basis. Only residents of One Bratenahl Place may reserve a suite for the holidays. These are: New Year’s Day, Easter weekend, Memorial Day, July 4<sup>th</sup> weekend, Labor Day, Thanksgiving, Christmas week, and New Year’s Eve. If a suite remains unreserved two weeks prior to a holiday, it will then be open to residents of Two Bratenahl Place. The following is a description of the suites and the cost:

- 111A One bedroom, (king size bed), small efficiency kitchen with eating area, one bath, living room, and balcony. Includes stove, microwave, coffee pot, toaster and small refrigerator.  
Nightly Cost: \$86.00 (add \$10.00 for residents of Two Bratenahl Place)
- 111B One bedroom, (two full size beds), sitting room, one bath, efficiency kitchen with two-burner cook top, small refrigerator, dishwasher and coffee pot.  
Nightly Cost: \$80.00 (add \$10.00 for residents of Two Bratenahl Place)
- 101 Two bedrooms with queen size bed in each, fully equipped kitchen, two bathrooms, living room, dining room, and balcony.  
Nightly Cost: \$100.00 (Add \$10.00 for residents of Two Bratenahl Place)

Dishes, linens and towels are provided for each guest suite. A crib and/or folding cot are available upon request.

To reserve a suite please call the Resident Services Desk in One Bratenahl Place at 216-541-4040.

**Elevators.** The north and south side of the building are connected only in the penthouse, lobby or basement. Elevators on the south side of the building are for A, B or C suites only. Elevators on the north side of the building are for suites D,E, or F only.

**Resident Phone List.** A listing of all Two Bratenahl Place residents, suite numbers and phone numbers is published periodically. Contact the Management Office if you do not

wish to have your phone number published. You may contact the Resident Services Desk in One Bratenahl Place to obtain contact information for residents of One Bratenahl Place.

### **Section III**

## **EMERGENCY PROCEDURES**

**In any emergency, immediately call 911 AND Bratenahl Place Security at 216-541-6081.**

**They will coordinate with police, fire and other agencies, and can help contain the emergency until more help arrives**

### **IN CASE OF FIRE**

Call 911, then immediately call Security.

Pull the lever in the red alarm box in the hallway. This does NOT call Security or the fire department – it activates alarms in the building to alert other residents of fire.

There is a fire extinguisher in each hallway by the elevators.

If you leave your suite and the hallway is too smoky, return to your suite. If you are not safe in your suite, leave via the stairway. Our stairways are built for safe exit during a fire: the fire department will use them, too. Our emergency lighting system will ensure the stairways and exit signs are lighted.

**NEVER try to use an elevator in a fire.** If the power fails, you could be trapped. Our elevators work according to fire code: in a fire, they immediately descend to the basement and remain out of service. The fire department can operate the elevators during a fire to evacuate the building if necessary.

### **IF THERE IS FIRE AND YOU CANNOT LEAVE YOUR SUITE**

If you cannot leave your suite, place your palm on the door. If it feels hot, don't open it.

- Place wet towels across the crack under the door.
- If you must stay in your suite and there is smoke but not fire, open a window and lie down on the floor. Cover your nose and mouth with a wet towel.
- Signal your presence: hang a sheet or large towel from a window or your balcony.

Don't panic! High-rise structures have built-in fire resistant features to control and minimize the spread of flames, particularly from floor to floor. Inside hydrants allow firefighting from the inside, and the fire department can reach high floors via balconies and stairwells.

**Fire alarms.** Alarms may be set off in two ways: manually when someone pulls the alarm, or automatically through the building smoke alarm system. There are smoke detectors on each resident floor, in both basement locker rooms and in the penthouse. All smoke detectors are wired to a master panel.

When a detector activates, fire alarms automatically start ringing throughout the building, and the master panel immediately locates the source of the problem. The alarms continue ringing until either the Management Office or Security turns them off manually.

If you hear the fire alarms and are in no danger, stay in your suite.

### **IN CASE OF A WATER PROBLEM**

Water damage is one of the most extreme exposures in a high-rise. The building is heated and cooled through a convector system carrying heated or cooled water from the boiler room to the suites and back. Inside each heating/cooling unit in your suite is a flood alert to warn of excessive condensation or any water leaking from the heating/cooling system. A small amount of moisture will set off the flood alert, which will beep loudly.

**If you hear a flood alert beeping in your suite or that of  
a neighbor, Call Security immediately at  
216-541-6081**

Do not remove or tamper with your flood alerts! If flooding occurs because of your convector and your alert was not properly installed, you and your insurance company are entirely responsible for any and all damage – to your suite, to building property and to the suite of any neighbor.

If you hear running water or observe water leaks, report the problem immediately to Maintenance or Security. Even relatively minor water problems like a dripping faucet or running toilet should be reported promptly to avoid any water damage to a neighboring suite.

### **IN CASE OF A POWER FAILURE**

The building is equipped with emergency generators in case of a power outage. The generators cut in automatically and supply emergency lighting in the garage, hallways, common areas, stairways and elevators in each bank.

### **IN CASE OF A TORNADO SIGHTING OR WARNING**

Tornadoes are very dangerous in a high-rise building such as ours. The glass in the exterior walls could be blown in and cause serious injury or even death.

The safest place in the building is the basement, laundry room or parking garage. You should try to get to one of these locations during a tornado warning. If you are unable to go to the basement level you should move to an interior room with no windows. The bathroom will provide some measure of safety; and the elevator hallways or stairwells would be safer than staying in your suite during a tornado.

**In the event of an emergency, it may be necessary for the maintenance department to enter your suite to check for damage or to secure the suite.**

## Section IV

### COMMON ELEMENTS

#### A. Everything except the individual suites is designated as Common Elements.

The Board oversees care and maintenance of Common Elements, and the costs are included in your monthly charge. Common Elements include:

- Balcony walls, original concrete ceilings and floors
- HVAC system, HVAC piping, convector units, ventilation systems, main drains, waste, vents, and domestic water lines serving three or more suites.
- Any load-bearing walls, piping shafts, ceilings or floors to the unfinished surface of your suite.

- **Note: keep the above Common Elements in mind if you plan any construction**

- Hallways and stairwells
- Rubbish chutes
- Lobby areas
- Tent room
- Library
- Penthouse
- Laundry room
- Garage
- Picnic area
- Swimming pool
- Lawn and grounds

#### B. Walls, ceilings, floors, window frames, etc. See “construction” section

#### C. Hallways and stairwells

- All hallways and stairwells must be kept completely clear of carts, carriages and other items.
- Mats or carpet segments outside doorways to suites are prohibited.
- Pictures, small decorative objects and flower arrangements are permissible if residents sharing the same hallway do not object.
- Because of fire codes, no items may be placed or stored in stairwells.
- At the owner’s expense, staff is authorized to remove and store items left in stairwells at any time without notice to residents. Remember that our stairwells are our fire escapes!

#### D. Rubbish chutes

- These chutes lead to a compactor, not an incinerator. Consequently, all trash must be bagged.
- Do not throw live smoking materials into the chute: they could cause a fire.
- Never throw kitty litter down the trash chute; leave it bagged in the trash closet for pickup.

- You may leave newspapers, glass and rubbish articles too large for the trash chute in the trash chute closet. Staff collects these items daily. If an item is too large for the trash closet, please call Maintenance and someone will collect it.
- Cardboard cartons must go into the trash chute closet. If there are too many of them, call Maintenance and staff will remove the cartons promptly.

**Recycling bins are located in the basement through the double doors. A list of collectible items is available from the Management Office, or refer to the GO GREEN booklet included in your welcome packet for further details.**

#### **E. Lobby area**

- **Laundry/dry cleaning.** Just off the lobby is a closet for dry cleaning and laundry pickup and delivery.
  - Please be sure to tag your items with your name, suite number and the name of the cleaner.
  - The Association is not responsible for lost or missing laundry or dry cleaning.
  - A list of drycleaners that service the building is available from the Management Office.

#### **F. Basement**

##### **1. Mailboxes**

- Mailboxes are located in the basement.
- The Management Office can hold your mail if you will be out of town for a short period.
- Staff cannot accept any deliveries requiring a signed receipt, such as certified or registered mail, unless you have signed an authorization form and filed it with the Management Office.

##### **2. Laundry room**

- A laundry room with card-operated washers and dryers is located at the north end of the basement.
- Items must be removed from the machines promptly so that others may use the facilities.
- The Association is not responsible for lost or missing items.
- The laundry room is limited to use by and/or for residents. Employees of residents may not use laundry room equipment for personal use.

##### **3. Storage lockers**

- Each suite has one wire cage locker in the basement storage room; double suites have two lockers.
- You must provide the padlock.

- Storage of any flammable material or anything that might attract vermin is prohibited.

#### **4. Balcony furniture storage**

- Balcony furniture is to be stored in a special area of the building set aside for that purpose.
- You may schedule storage and return of your balcony furniture through the Maintenance Department.

#### **5. Fitness Center.**

- A small fitness center is located in the basement across from the Maintenance Office in Two Bratenahl Place.
- It is equipped with a treadmill, recumbent bike and elliptical machine.
- Use your suite key to gain access.
- A full fitness center is located at the south end of the lobby in One Bratenahl Place.
- There is a \$25/month charge per suite for residents of Two Bratenahl Place and a key deposit of \$10/key to use the fitness facility in One Bratenahl Place.
- Prior to using the exercise facility in One Bratenahl Place residents are required to schedule a session with the fitness trainer to familiarize them with the equipment.
- Please contact Resident Services in One Bratenahl Place for information on how to schedule a training session.

**G. Tent room, library and penthouse.** These three rooms are designated for the common use of residents and their guests.

#### **1. Tent room**

- This room is equipped for all customary entertaining and meetings.
- This room will accommodate 100 people; fire codes forbid a larger number.
- Full kitchen facilities adjoin the tent room.
- This is the only common room where full meals and buffets may be served.
- China dishes, glassware and flatware are available for usage. (service for approximately 24-36). These items are located in the cupboards on either side of the mirror in the tent room.

#### **2. Library**

- This room may be used for reading, card games or small meetings. You may serve cocktails, hors d'oeuvres, desserts and coffee in the library, but not full meals due to the carpeting.
- You may borrow any of the books in the bookshelves located on the side of the center column. You may also add books to the library from your personal collection.

### **3. Penthouse**

- This room offers wonderful views.
- The number of guests is limited to 50 by the codes and type of use.  
You may serve only cocktails, hors d'oeuvres, desserts and coffee in the penthouse due to the carpeting.

### **4. Giving a party in one of the common rooms**

- All three common rooms are available by advance reservation with the Management Office.
- Resident must fill out a reservation form (available from the Management Office) and return it within five days of reserving a room.
- Only residents may reserve these rooms, and the resident must be present during the entire event. Reservations are on a first come first served basis.
- Residents may not reserve these rooms as "sponsors" for other people or for organizations. Refer to Article IV (Section 2, j) in the Condominium Declaration of Ownership for further explanation regarding use of the Common Rooms.
- There is no charge for use of these rooms, but you will be charged if excessive clean up is required after your event.
- The resident who reserves the room is responsible for cleaning and for any and all damage caused by the resident or guests, and will be charged accordingly.
- No less than 24 hours before the event, you must give both Security and the Management Office a guest list to expedite check-in at the gatehouse.

### **5. Parking for your party guests**

- If you are hosting a party and want valet parking, you may contact the Management Office for a listing of parking services or use a valet service of your choice. In either case, a certificate of insurance from the service naming Bratenahl Place Condominium Association as additional insured, must be provided to the Management Office before your event.
- Staff on regular duty is not available to park cars.
- If more than 40 of your guests are not residents of One Bratenahl Place or Two Bratenahl Place, you must hire a parking attendant and notify the Management Office so that building staff may be alerted and make appropriate arrangements to ensure a successful event.
- You may be charged whenever an event requires building employees to work beyond regular hours.

### **6. Catering a party in one of the common rooms**

- When you hire a caterer for a party in one of the common rooms, they may deliver through the south service door on the ground floor. Nothing is to be brought in through the main entrance or the main lobby.
- Please give Security the name of your caterer so they are cleared at the main gate.



- If you are using a caterer for in-suite entertainment, please instruct your caterer to make deliveries either through the car wash bay, or through the south or north service entrances of the building at the ground level. Please inform the Management Office of your plans prior to your event.
- The Management Office maintains a list of catering companies that have worked in the building.

#### H. Picnic area, tennis courts, fire pit, fitness center and swimming pool

- Residents of both buildings may enjoy these amenities.
- Each spring, the Management Office republishes and distributes the rules governing use of these facilities, and copies are posted on the bulletin boards.
- Reservations for the picnic area may be made by contacting the Management Office at 216-451-4424. Residents are limited to two tables on holidays.
- Reservations for the tennis courts may be made by contacting the Resident Services Desk in One Bratenahl Place at 216-541-4040.
- No reservations are necessary for the fire pit. Firewood is provided by residents. Please inquire at the Management Office.

#### I. Garage

- **Parking spaces.** There is no right to specific garage spaces. Spaces are assigned on a priority system based on length of residence. When a unit is sold, parking spaces do not transfer with the sale. You may not store any property in the garage or wash area.
- **Signs.** Your assigned parking space will be designated with a letter and a number. You may have your name added to the sign if you wish. A “Reserved” sign will be added to the numbers designating your space if you do not wish to have your name displayed.
- **The garage doors.** The Management Office has provided you with a FOB to operate the garage door. You do not have to wait for the light to turn green before proceeding down the ramp. As you approach the garage door, push either of the buttons on the FOB to open the door. When you leave, activate the door by pulling up to it. Be sure the door is fully open before you drive through.

**If you do not have your FOB or the garage door fails to open,  
You will need to contact the gatehouse,  
they will open the door for you.**

- **The garage speed limit is 5 miles per hour.** Please observe this limit for the safety of our staff, who often are working in or near the garage aisles, and for the safety of your neighbors.
- **Bicycle storage** is located in the northeast corner of the garage. Bicycles may not be stored in spaces reserved for cars. Please tag your bike with your name and suite number.

- **Standard car washing** is available for a current charge of \$8.00 and will be added to your monthly maintenance fee. Call the garage car wash bay at 216-451-0033 Ext. 23 for hours of operation or to schedule a car wash.
- **A list of available parking spaces** will be distributed when a suite is sold and spaces become available. This may allow you to park closer or perhaps have parking spaces next to each other. Return the form to the Management Office to apply for an available space. Spaces are awarded based on length of residence or a handicap need.
- **Grocery carts** are located immediately inside the door from the basement level of the building to the garage. Carts are available for resident use to assist with transporting items/groceries etc. from the garage area. Once you are finished using the cart, please return it to the cart storage area. If there are no visible carts, check the other entrance area as sometimes all the carts will end up on one side of the building or in the laundry room.

## **Section V**

### **CONSTRUCTION, RENOVATION, STRUCTURAL WORK, PLUMBING AND ELECTRICAL WORK**

If you plan structural work of any kind, or plumbing or electrical work that taps into the condominium systems:

**You must have written approval from the Board of Directors  
before starting any work requiring a permit.**

**It is the responsibility of the Unit Owner to provide  
the contractor with a copy of the Contractor Rules  
and Construction Noise Policy before any work is started.  
These rules are deemed to be part of every contract between  
a Unit Owner in Two Bratenahl Place and  
contractor or subcontractor for such Unit Owner**

**All projects must conform to building policy and regulations**

Contact the Management Office to have the Building Manager review your construction plans and advise if the project scope requires Board approval. A copy of the Contractor Rules and the Construction Noise Policy may be obtained from the Management Office.

### **Planning**

- First, submit to the Board a written statement of the work you plan to do, together with detailed drawings and the name of your contractor(s). Board members and key staff will consider these documents, plus the actual work to be done.

- The Board also may require that your plans be reviewed and approved at your expense by a professional engineer or other consultant the Board may designate.
- If your work has not been approved, your contractor may be denied entrance to the building.
- Once your project is approved, immediately notify the Maintenance Department of the date you expect to begin work.
- Your contractor may be turned away if Management, Maintenance and Security are not informed of the work start date.

### **Work hours**

- To keep elevators clear for residents in the early morning and evening, and to contain noise, contractors may not begin work until 9:00 and must finish by 4:30.
- No contractors or tradespersons will be permitted on the grounds before 8:30.
- Contractors must stop all work at or near 4:00 in order to exit the elevators by 4:30 and be off the grounds by 5:00.
- Contractors must sign in with Management Office. The Management Office will then call you to gain permission for the contractor to enter your suite.
- No work may be done on Saturdays, Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Residents doing their own repairs also must comply with these hours.

**Deliveries.** Before beginning any job, contractors must first meet with the Building Manager to plan for loading and unloading supplies and materials. Loading and unloading must be carried out in whichever ways are least disruptive to residents and building operations. All materials and tools must be loaded and unloaded from the carwash area of the Bratenahl Place garage. Not entry through the main lobby will be permitted. All vehicles must park in the surface lot. Vehicles loading or unloading are not to stay in the garage. Service personnel may park in the unit owners' space only with permission of the unit owner.

Contractors and service personnel may not use carts, dollies, hand trucks, ladders, or tools belonging to Bratenahl Place. Contractors must provide their own tools.

**Safe materials.** No materials may enter the building that are deemed "highly flammable" or that have "high explosive" potential. Any contractor found working with such materials will be required to remove them immediately.

**Elevators.** Your contractor must arrange in advance with the Management Office to use the elevators, because the building must install protective pads and carpets in the

elevators before contractors bring in materials or remove trash. Contractors may not hold elevators on any floor unless the elevators are actually being loaded or unloaded.

**Protecting hallways and ventilating systems.** Contractors are responsible for protecting floors, carpeting, walls, and fixtures while working in the building. Contractors must remove dirt and debris daily so that dirt and dust are not distributed via air ducts throughout the building. All protective pads, runners, and materials must be removed from public places at the end of each workday.

**Trash removal.** Contractors must supply their own carts or trucks and dumpsters, and make their own arrangements to remove debris, trash, old appliances, etc. from the building daily. All public areas, halls, and elevators must be kept clean and passable throughout the workday. Again, mops, brooms, vacuums and other cleaning supplies must be provided by the contractor.

**Use of Common Areas.** All contractors and service personnel must use only the public restrooms located in the basement maintenance area. Contractors may use the lunch area in located in the basement maintenance area. The picnic area, pool, penthouse and roof top are off limits for everyone other than Bratenahl Place residents or their guests.

**Plumbing.** All plumbing work must be approved in advance by the Board of Directors and must meet code. Contractors may not:

- Install washers or dryers except as stated below
- Remove or relocate convectors

**Washers and dryers.** You may submit a written request to the Board to install a washer and a dryer in your suite using the Association's prescribed form, the "In suite Laundry Equipment Installation and Use Request Form and Agreement", available from the Management Office. You must agree to comply with all terms, conditions, requirements, and specifications, also available from the Management Office. Laundry equipment installed prior to September 20, 2005, may remain in place and in use without modification only until one of the following events occurs:

- **The suite is sold.** At that time, the new Unit Owner must comply with the current terms, conditions, requirements, and specifications for the installation of the laundry equipment referenced above or the laundry equipment must be removed from the suite.
- **The existing washer or dryer fails and must be replaced.** At that time, the Unit Owner may only replace the failed piece of laundry equipment in full compliance with the terms, conditions, requirements, and specifications referenced above for the installation of the laundry equipment.

**Vents.** Contractors may not:

- Change air ducts
- Cut into supply or return air ducts
- Vent dryers into supply or return air ducts

**Utility Shutoffs.** Utility shutoffs must be requested no less than 72 hours in advance. This must be done through the maintenance department.

**Electrical work.** The Board of Directors must approve all changes in conduit runs. You must submit detailed drawings of any such work and obtain approval before starting the job. All electrical work must conform to national and applicable local codes. Our main service lines have rated capabilities and no work will be permitted that threatens to overload them.

**Walls.** Code requires that exterior walls and firewalls must be maintained intact.

**Roof.** The roof is common property and may not be penetrated or disturbed. Walking on the roof is **strictly prohibited** – doing so will damage the membrane. You are welcome to use the deck and walkway on the north end of the roof.

**Floor coverings.** Floor coverings other than carpet must be approved before installation and must conform to standards for soundproofing. Experience has shown no guarantee that sounds of foot traffic over hard flooring will not be transmitted to other suites and annoy neighbors.

- We do not recommend installing hard floor coverings.
- If you choose to install hard flooring, you also are responsible for installing soundproofing.
- If other residents complain, you must place soft floor covering over the hard floor where there is foot traffic.

**Balconies.** Your balcony, windows and doors are defined as “limited common areas and facilities” and are for your use exclusively. However, you may not decorate or landscape your balcony contrary to the rules in Articles IV and VIII of the Declaration.

Balcony floor coverings may be permitted with approval from the Board of Directors. Even with approval should your floor covering need removed for repairs to the balcony, this will be your responsibility and at your expense. For safety reasons, you may not place or hang anything on the outside of your balcony railing.

Balcony doors or exterior windows may only be moved or replaced after you have submitted detailed plans and obtained Board approval. Any new balcony doors or exterior windows must meet the Building standards. A copy of the Building Window Standards can be received from the management office.

## Construction Noise Policy

The primary goal of this policy is to limit the amount, frequency, and duration of unreasonable noise during any given projects and to limit its effect on other owners in the building.

Whenever a contractor's work will require **any activity shown to produce 90dB or more**, the contractor is required to give the building management office not less than 5 working days' notice prior to each such event. Even with proper notice, the use of such equipment will be restricted to not more than 4 hours per day. The hours that this type of equipment can be used will be 9am to 1pm on allowed workdays.

Contractors or subcontractors violating this policy will be asked to stop. Repeated violations will cause the contractor or subcontractor to be asked to leave the property. The suite owner will be contacted and provided written notification of the violation from the Management Office.

Suite owners who have been notified of violations of this policy should work with their contractors to prevent further incidents as the fines are substantial. Current fines to the suite owner are \$500.00 for the first violation after notification, \$1,000.00 for the second violation and a \$2,000.00 for the third violation. Any further violations will be brought before the Board of Directors for resolution.

The use of the following equipment or equipment with similar functions  
Has been shown to produce 90dB or more when used

Hammer drill

Any weight of jack hammer or chipping hammer

Concrete saw or diamond bladed saw used on the ceiling or floor of a suite

Floor grinder or Core drill

Chop saw or tile saw sitting directly on the suite floor

Continuous hammering or pounding on a concrete surface.

### Holidays

The Board of Directors may wish to observe the day before or the day after a given holiday.

Should this happen, a notice for owners and contractors will be posted in the elevators not less than 5 days before the holiday.

The Board of Directors may institute other rules depending on the type of service or work being done. It is to your advantage as a service person or contractor to try and meet with the maintenance manager and see what applies. No one likes to be unprepared or surprised.

## Section VI

### SECURITY

**Security guards.** Security is on duty at the gate, 24 hours a day, seven days a week. They clear all guests through the gate. If you expect guests or services, please notify Security in advance. They will call you when guests or service personnel arrive.

Notify both the Management Office and Security if you plan to be away from your home for any length of time, and tell them where you may be reached in your absence. Guards will check your door as part of their regular rounds. Suites left unoccupied for seven consecutive days or longer may be entered by maintenance for routine inspection.

**Door attendants.** A door attendant is on duty at selected hours to provide additional security and welcome you and your guests. He also can help unload packages and groceries to the elevator.

**Keys.** A Sargent Maximum Security Keying System safeguards each suite. Keys may be duplicated only at the Sargent factory. Each suite is provided two keys. You may order additional keys, through the Management Office only, at the cost in effect at the time of your order.

Your individual suite key is master-keyed to the front door, the door on the west side of the lobby, the garage entry doors and the storage locker room.

If you elect to install additional locks on the door to your suite – which we DO NOT recommend – you must give a key or keys for those locks to the Management Office.

**Our Bylaws, Article IX, expressly provides that each unit is subject to the right of access by persons authorized by the Board of Directors of the Association for the purpose of maintenance, repair or service of any and all common area elements within the unit.**

**FOBS.** All entrance doors (main lobby, rear lobby, north garage, south garage) may also be operated by using your FOB. Simply place the FOB in front of the reader and the door will automatically open.

## Section VII

### MAINTENANCE

You are responsible for maintaining the interior of your unit, while the Association maintains the Common Elements. Service on our heating and air-conditioning elements, which are part of Common Elements, is covered under the monthly maintenance charge.

If one of your appliances fails, you are responsible for obtaining and paying for repair services other than your convector.

**Special maintenance services.** If you need special services from building staff, the charge for these services will be added to your monthly bill. Please make arrangements for special services through the Management Office, who will tell you the rates for the services you need. Do not contact employees directly for special service or maintenance.

**Each unit is subject to the right of access for the purposes of maintenance, repair or service of any of the Common Elements located within its boundaries or accessible by or through such unit or of any portion of the unit itself by persons so authorized by the Board of Directors. Every effort will be made to give you advance notice. In the case of an emergency, maintenance may have to enter your suite when you are absent.**

All employees participate in a holiday bonus fund, the cost of which is included in your monthly charges. If on occasion, a large personal project requires the direct involvement of maintenance personnel, you may choose, at your discretion, to offer a tip on a completely voluntary basis in an amount of your choosing.

## **Section VIII**

### **HEATING AND AIR CONDITIONING**

The building is heated and cooled through a convector system carrying heated or cooled water from the boiler room to the suites and back. Water is circulated through the fan coil in various rooms of your unit. The maintenance department, closely watching the outside temperature and forecasts, determines when the building's heat or air conditioning is turned on based on the Temperature Control Policy.

Two Bratenahl Place Temperature Control Policy



- Air conditioning in Bratenahl Place Condominium Association – Building 2 is only available when the boiler has been turned off and the water chiller has been started.
- Air conditioning will not be available before May 1<sup>st</sup> or after October 30<sup>th</sup> of any year.
- Heating in our building is only available when the water chiller has been turned off and the boiler has been started.
- Heating will not be available before September 15<sup>th</sup> or after June 30<sup>th</sup> of any year.
- Heating will generally be available when night time low temperatures fall below 53 degrees for the majority of the night, for two consecutive nights or more.
- Air conditioning will generally be available when daytime high temperatures are above 73 degrees for the majority of the day, for two consecutive days or more.
- During times when both heating and cooling may be needed, the maintenance manager, making use of the National Weather Service’s five-day forecast and policy guidelines, will determine equipment use.

Any resident having special needs should contact the building maintenance manager. The Management Office will post any changes to the heat or cooling status in the elevators and the bulletin board in the basement.

Three elements control the temperature in your suite:

- The room thermostat on the wall of each room
- The heat-cool on-off switch at the bottom of each thermostat
- The fan speed control knob located under the short grille on each convector

When the heat is on, you MUST set the heat-cool on-off switch to “heat” to receive heat; when the air conditioning is on, you must set the heat-cool on-off switch to “cool” to receive air conditioning. If the heat is on in the building, you cannot get cool air, and vice versa.

You may open the windows in your suite only when the suite is occupied. If you leave your suite even for a short time, you must close the windows. A sudden storm off the lake could lead to extensive water damage.

Inside each convector in your unit is a flood alert to warn of any water leaking from the heating/cooling system. A small amount of moisture will set off the flood alert, which will beep loudly. Periodically, the building maintenance crew will lubricate the fan coils in your heating/cooling system, change the filters, and check to be sure your flood alerts are properly installed.

**If you hear a flood alert beeping, in your suite or that of a neighbor, call Security immediately.**

Do not remove or tamper with your flood alerts! If flooding occurs because of your convector and your flood alert was not properly installed, you may be entirely responsible for any and all damage – to your suite, to building property, and to the suite of any neighbor who sustained flood damage because your flood alert was not properly installed.

## **Section IX**

### **INSURANCE**

The Association carries commercial property insurance only for the common areas of the condominium property. Provisions governing the insurance are listed in the Declarations, Article XIX, which can be found in Section XI of this Handbook.

Please note that the Board of Managers strongly recommends that each Unit Owner obtain, at his or her own expense, insurance to cover personal property, personal liability, and casualty insurance. Unit Owners are encouraged to carry an amount adequate to cover the repair/replacement of decorative surfaces in the event it is necessary to break through the Unit Owner's ceiling or wall to correct a Common Element issue.

## **Section X**

### **COLLECTION POLICY**

1. Condominium charges are due on the first (1st) day of the month and are considered late if not received by the 10th day of the month.
2. A Unit Owner will be charged a one-time 5% late fee for the late payment of each and every condominium charge or other charges the Association imposes on the Unit pursuant to the Declaration and Bylaws. The late charge will serve to offset the administrative costs associated with collection of overdue payments, as well as any costs incurred by the Association caused by the failure of the Unit Owner to pay condominium charges when due.
3. In addition to the 5% late fee stated above, Unit Owners will be charged interest at the rate of 8% per annum on late payments of condominium charges. Interest will not be charged on late fees.
4. If the condominium charges are not received by the end of the month in which they are due, the Association office will send a letter to the delinquent Unit Owner notifying the Unit Owner of the delinquency, requesting payment and explaining the Unit Owner's rights and duties.

5. A collection letter from the Association's attorney will be sent automatically to any Unit Owner whose account is two (2) months delinquent. The purpose of the letter will be to reiterate the Unit Owner's obligations to the Association. The amount of legal fees and costs incurred by the Association for such letter will be charged to the Unit Owner and must be paid at the time the next payment for condominium charges is due.
6. The Association's attorney will automatically file a Certificate of Lien against any Unit Owner within ten (10) days after the letter sent by the attorney pursuant to Paragraph 5 hereof. A \$500.00 administrative fee will be charged in addition to late charges, interest, and legal fees. Each month thereafter that the Common Expenses or any other fees are unpaid, will cause another Certificate of Lien to be filed, with the costs described above charged to the delinquent Unit Owner.
7. The Association's attorney will pursue all legal remedies, including without limitation, a foreclosure action against any Unit Owner who is three (3) months delinquent. The foreclosure action may be dismissed only upon receipt of payment in full. The legal fees and costs for such action will be charged to the delinquent Unit Owner. Upon the filing of any court action, the Board will require the delinquent Unit Owner(s) to pay a deposit to the Association in the amount of at least one month's Monthly Operating Fee and Capital Maintenance Fee and the amount of the previous month's utilities.
8. To the extent permitted by law, the Association will discontinue utility services to any Unit for which there is a two (2) month delinquency in the payment of condominium charges.
9. This procedure will take effect immediately and remain in effect until duly changed by the Board.

### **COMPLAINT PROCEDURE**

- A. Complaints against anyone violating the rules must be submitted to the Management Office in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.
- B. The Management Office will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure (see below).

## **ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS**

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the occupants, including tenants of his or her unit.
- B. Any violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
- C. The entire cost of effectuating a legal remedy to impose compliance, including attorney fees, shall be added to the account of the responsible Unit Owner.
- D. In addition to any other actions, and in accordance with the procedure outlined in Section F below, a penalty assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board on any Unit Owner found in violation.
- E. All costs for extra cleaning and/or repairs stemming from the violation of a rule also will be added to the responsible Unit Owner's account.
- F. Prior to the imposition of any assessment for a rule violation, the procedure detailed below will be followed:
  - 1. Written notice to stop the alleged violation will be served upon the alleged responsible unit owner specifying:
    - a) A description of the property damage or violation
    - b) The amount of the proposed charge or assessment
    - c) A statement that the unit owner has a right to a hearing before the Board to contest the proposed charge or assessment
    - d) A statement setting forth the procedures to request a hearing pursuant to Section F(2) below
    - e) A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment
  - 2. To request a hearing, the Unit Owner shall deliver a written notice to the Board not later than the tenth (10<sup>th</sup>) day after receiving the notice.
    - a) If the Unit Owner requests a hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing, at least seven (7) days prior to the hearing.
    - b) The Board shall not levy a charge or assessment before holding any hearing requested by the Unit Owner in a timely manner.
    - c) If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or a reasonable enforcement assessment.

3. At the hearing, the Board and the alleged responsible Unit Owner will have the right to present any evidence. The hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an assessment shall become part of the hearing minutes. The assessment will be imposed by a majority vote of the members of the Board then present at the hearing. The Unit Owner will then receive notice of the Board's decision and any penalty assessment imposed within thirty (30) days of the hearing.

### **RENTAL POLICY**

The Unit Owners have approved an Amendment to the Declaration of Condominium Ownership for Bratenahl Place Condominium. That Amendment includes the following restriction on renting and leasing a unit:

- a) No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverage, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No Unit shall be subject to a "time-share" arrangement. For purposes of this instrument, "time-share" means joint ownership of the Unit that gives each owner a specified time interval for occupancy of the Unit.
- b) No lease may be of less than an entire Unit.
- c) Any lease agreement shall be in writing, shall be for a minimum term of one (1) year; shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board; and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Each lease shall be furnished to the Board prior to the occupancy of the proposed tenant.

In addition the Amendment requires that the Bratenahl Place Condominium Lease Addendum be a part of any lease and that prior to the commencement of the term of a lease, the Unit Owner notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Note that Paragraph 8 of the Lease Addendum gives the Association the right to evict a Tenant if payment of common expenses is delinquent.

The Amendment also states that the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided that no such rules shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor, or purchaser, to rent the Unit(s) so acquired, in accordance with Rules.

The Board has adopted, effective January 1, 2010, the following rules and definitions:

- a) Two Bratenahl Place Condominium presently has 72 units.
- b) The maximum number of units that may be rented at any point in time is 10.
- c) A unit occupied by a "relative" of a Unit Owner who is not paying rent to the Unit Owner shall not be considered a rented unit. "Relative" is defined as a parent, grandparent, sibling, child, grandchild, aunt or uncle of the Unit Owner.
- d) A Unit Owner must personally reside in a unit for at least one year before being eligible to rent that unit.
- e) Any Unit Owner renting a unit is required to provide the Board with evidence of:
  - 1) A separate insurance policy covering any gap in coverage that exists due to the unit being rented and
  - 2) A renter's policy purchased by the Tenant.

## **Section XI**

### **Rights and Obligations of the Association With Respect To The Maintenance of Common Elements**

Unit Owners and occupants, especially new Owners and occupants, who may be planning to remodel or refurbish a Unit, should be aware of the Association's rights regarding the repair, maintenance, and replacement of Common Elements, both those related to the operation of the entire Building, and those related to the operation of individual Units. (Incidentally, the term "Common Elements" was substituted for Common Areas in the Ohio Condominium Act a number of years ago, and we amended the Declaration of Condominium Ownership to conform to that amendment.)

Each Unit consists of the space within the undecorated interior surfaces of its perimeter walls, windows, doors, floors and ceilings, including any finishing materials that are applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings. All other parts of the Building are deemed "Common Elements." For instance, the space between the interior surface of a Unit's wall and the interior surface of the neighboring Unit's wall is deemed a Common Element; and the area between the interior surface of an unfinished floor and the interior surface of a lower Unit's unfinished ceiling is a Common Element.

If a Common Element between two Units needs to be penetrated to correct a problem in an adjacent Unit or in the Common Element itself, the Owner of each related Unit is required to permit the Association's maintenance personnel access to the Common Element to correct the problem. The Owner of the Unit that caused the problem is responsible to correct and pay for the restitution of any damage caused to the surface treatment of the adjacent Unit(s). If the Owner of neither Unit is the cause of the problem, each Owner is responsible for the replacement of his/her own interior surface treatment.

If the Association must maintain, repair or replace pipes, ducts, cables, etc. in Common Elements adjacent to a Unit caused through no fault of any particular Unit Owner, the Association has the obligation to make the repair, but the Association does not have the obligation of returning either Unit's interior surface to its prior decorated condition. That obligation rests with the Unit Owner.

For reference, the relevant sections of the Declaration of Condominium Ownership and Bylaws are set forth below.

1. The Units of the Condominium are described and defined in Article VI, Section 1 of the Declaration of Condominium Ownership ("Declaration").
  
2. Article VII, Section 1 of the Declaration describes the Common Elements of the Condominium Property as "all parts of the Condominium Property except the Units." Without limiting the generality of the foregoing description, the Common Elements include . . . "(c) installations of central services such as power, light, gas, hot and cold water, heating, air conditioning, and incinerating, and all pipes, ducts, wires, conduits, fan core units, receptacles, switches, grills, thermostats and control devices which are part of, connected to, or used in conjunction with any of the foregoing." Section 1(e) of Article VII includes windows that are part of perimeter walls as Common Elements.
  
3. The Common Elements are owned by the Unit Owners as tenants in common(Article VII, Section 2).
  
4. Article XI. Section 3 states that the ". . . Management, maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association."
  
5. Article XI Section 4(b)(6) requires that each Unit Owner ". . . Report promptly to the Association or its managing agent any defect or need for repairs of which he has knowledge, the responsibility for the remedying of which is with the Association.
  
6. Article XI Section 5 requires that each Unit Owner shall ". . . Maintain, repair and replace, at his expense, all portions of the Common Elements which may be damaged or destroyed by reason of his own or his Occupants' act or neglect, or by the act or neglect of any tenant, guest, invitee, or servant of such Unit Owner or Occupant."
  
7. Article XI, Section 1(b) provides that each Unit is subject to such easements of access "as may be necessary for the maintenance, repair, replacement of any Common Elements or the operation of the Building . . . and shall be subject to such easements as may be necessary for the installation, maintenance, operation, repair, removal or replacement of

any pipes, ducts, wires, conduits or structural components in the interior walls of such Unit."

8. Article IX of the Bylaws, that are part of the Declaration, states, in part, as follows:

Each Unit shall be subject to the right of access for the purpose of maintenance, repair or service of any Common Elements located within its boundaries or accessible by or through such Unit or of any portion of the Unit itself by persons so authorized by the Board of Directors.

#### Conclusion

The Association has the obligation to maintain and repair the Common Elements and has the absolute right of access to each Unit to fulfill this obligation.